

State of Hawaii  
DEPARTMENT OF LAND AND NATURAL RESOURCES  
Division of State Parks  
Honolulu, Hawaii

October 14, 2010

Board of Land and Natural Resources  
State of Hawaii  
Honolulu, Hawaii

SUBJECT: Request for Review and Approval of the Design for the Kapiolani Community College (KCC) Culinary Institute of the Pacific (CIP) at the Former Cannon Club Site (General Lease No. S-5661)

The University of Hawaii (UH) has a lease (General Lease No. S-5661) from the State of Hawaii for the former Cannon Club site (Tax Map Key 3-1-042: 011 [7.878-acres]) for educational purposes (Attachment 1). Kapiolani Community College (KCC) is proposing to construct the Culinary Institute of the Pacific (CIP) at this site and is seeking Board review and approval for the design of this facility.

The Kapiolani Community College Culinary Institute of the Pacific (KCC CIP) will be a state-of-the-art advanced culinary program facility to house the Program for Advanced Culinary Education. The mission of the KCC CIP is to offer career, technical, and cultural culinary education to Hawaii and the global community. The goal of the KCC CIP is to become the premier culinary training and education center in the Pacific.

The proposed KCC CIP facility will consist of 11 new structures for a total gross floor area of approximately 43,650 square feet (sf) in size (Attachment 2). The KCC CIP facility will house four (4) instructional kitchens, a competition/demonstration auditorium, three (3) classrooms, student lounge and locker areas, administrative offices, a teaching restaurant, entry pavilion and building plant facilities.

The KCC CIP facility is designed to minimize disruption of the existing hilly and terraced topography, and much of the facility has been sited on locations of existing building pads or leveled areas as much as possible. Despite the sloped site, the labs, administration, auditorium and classrooms buildings all lie at the same elevation for convenient access. The buildings have also been positioned to preserve existing trees as much as possible, while new native or Polynesian-introduced plantings will be blended softly into the existing hillside.

The teaching restaurant is positioned on the western edge of the site to take natural advantage of the panoramic views of Honolulu, the sunset, and of the abundant natural breezes. Together with the adjacent classroom and auditorium buildings, these publicly-oriented buildings are clustered around an open lawn and connected via a gracious stairway and an elevator.

Toward the eastern side of the KCC CIP facility, the instructional lab buildings and support spaces are similarly grouped around landscaped gathering places. "Back-of-house" service and support circulation are separated from the public walkways along the front entrances of the labs. Support areas such as the building plant, student lounge, locker room, storage and restrooms are set into the hillside to reduce their visual mass.

Positioned midway between the instructional cluster and the publicly-oriented cluster are the connective functions of the administration building and the outdoor imu pit and cultural theme plots. In keeping with the concept of *kauhale* (traditional Hawaiian settlements), the imu pit is located in the center of the community and will provide a cultural focal point for the KCC CIP facility. Together with the main courtyard, the administration building will also serve as a major connection point between the instructional, public and cultural functions of the KCC CIP facility.

Pending further coordination with DLNR, the KCC CIP site is intended to serve as a meaningful pedestrian terminus for the proposed Diamond Head Linear Park. An extension of the multi-user path from the upper driveway will lead students, staff and visitors arriving on foot into the KCC CIP site, down a tree-lined pedestrian promenade, and all the way to the main courtyard. A proposed bus stop near the pedestrian entrance will offer pedestrians convenient access to public transportation.

Vehicular access is provided via two (2) existing driveways leading to the lower, middle, and upper parking areas. Driveway turnarounds are designed for passenger drop-off by car or bus. Service and loading areas are screened from street view by the buildings themselves and by existing and new landscape plantings.

## **BACKGROUND**

### **Board Meeting October 13, 2000**

At its October 13, 2000 meeting (Item D-6), the Board, in addition to authorizing the Department's acquisition of the Cannon Club site from the federal government, approved the set aside of same to the Department's Division of State Parks for inclusion into the Diamond Head State Monument. The Board action was consistent with previous incorporation of appurtenant parcels into the Monument as stated in HRS §6E-32(2).

## **Transfer of Land from the Federal Government to the State of Hawaii**

On April 9, 2001, the Quitclaim Deed transferring the 7.878-acre former Cannon Club site, together with improvements, to the State of Hawaii from the Federal government (General Services Administration) was recorded with the Bureau of Conveyances. Although the land portion was gratis, pursuant to Public Law 88-233, the State paid the Federal government \$440,000 for the improvements.

The site was part of over one million acres of government lands ceded to the United States of America by the Republic of Hawaii under the joint resolution on annexation dated July 7, 1898. It was also a portion of the Fort Ruger Military Reservation established by Presidential Executive Order No. 6408, dated November 1933.

### **Board Meeting September 28, 2001**

At its September 28, 2001 meeting (Item D-9), the Board approved "Issuance of a Direct Lease to the University of Hawaii, Kapahulu, Honolulu, Oahu, Tax Map Key: 3-1-42: 11." It was noted in the submittal that the Diamond Head State Monument, which was

*"...guided by a master plan, is not expected to begin implementation in the near future.*

*The University of Hawaii (UH) has proposed a more immediate use for the site as a new instructional and restaurant facility for Kapiolani Community College's Culinary Institute of the Pacific. The College's culinary curriculum helps satisfy the demand for chefs and food preparers throughout the State. The proposed facility would build on this foundation by targeting a new upscale market niche and expanding the range of culinary instruction available in Hawaii. The facility would be comparable to other world-class instructional facilities showcasing the talents and accomplishments of celebrity chefs as master teachers during the day and practitioners of culinary excellence at night. The site is conveniently located a half block away from the Kapiolani Community College Campus and has ample on-site parking.*

*In discussions with the University's administration, the University indicated that it would find a funding source to get the \$440,000 needed to reimburse the Department's Special Land Development fund.*

*The State Parks Division has no objection to the use as proposed by UH with the condition that prior to its development of the site UH first consult with the Division on a development plan compatible with the site's eventual set aside for the Diamond Head State Monument."*

Dr. Alison Kay, Vice Chair of the Diamond Head Citizens Advisory Committee, testified in support of the site being leased to the UH for the purposes of the Culinary Institute of the Pacific. Dr. Kay testified further that the lease with the UH be written up, in consultation with the DLNR staff familiar with the requirements of a State Monument and National Natural Landmark.

The Board approved the submittal with the following amendments:

- 1.c. *“Prior to developing the site, the University of Hawaii shall first consult with the State Parks Division and the Diamond Head Advisory Group on a development plan compatible with the site’s eventual set aside as part of the Diamond Head State Monument. Development plans for the property shall be subject to the approval of the Chairperson.”*
- 1.e. *“That within 5 years [a reasonable period of time] the University reimburses the Department’s...”*

In June 2006, KCC reimbursed \$440,000 to the DLNR.

### **Executive Order 3918**

On April 23, 2002, the Governor signed Executive Order 3918, which added the 7.878-acre site to be included in the Diamond Head State Monument.

### **General Lease No. S-5661**

On August 16, 2004, a lease for the 7.878-acre former Cannon Club site was executed between the Department of Land and Natural Resources (DLNR), as the Lessor, and the University of Hawaii (Lessee).

General Lease No. S-5661 requires UH to obtain approval from the Board of Land and Natural Resources (BLNR) and/or Chairperson as follows:

- Lease term #8 states in part: *“The Lessee shall not at any time during the term construct, place, maintain and install on the premises any buildings, structure or improvement of any kind and description except with the prior written approval of the Board and upon those conditions the Board may impose, unless otherwise provided in this lease.”*
- Lease term #29 states: *“All building construction shall be in full compliance with all laws, rules and regulations of the federal, state, and county governments and in accordance with plans and specifications submitted to an approved by the Chairperson prior to commencement of construction.”*

- Lease term #36 states in part: *“Development plans for the premises shall be subject to the approval of the Chairperson.”*

## **REVIEW OF PROJECT DESIGN**

### **DLNR Staff Review**

Per lease term #36 (of General Lease No. S-5661), KCC formally consulted with the staff from the Division of State Parks and the Land Division on at least two occasions with the last meeting occurring on June 15, 2009. The revised site plan for the KCC CIP was presented to DLNR staff, and it was determined that KCC would seek Board approval for the design of the KCC CIP project as stated in the lease.

### **HRS, Chapter 343 Environmental Review**

KCC prepared an Environmental Assessment (EA) for the proposed CIP facility and reached a Finding of No Significant Impact (FONSI) on March 6, 2009.

### **Diamond Head Citizens Advisory Committee**

Per lease term #36 (of General Lease No. S-5661), KCC has consulted with the Diamond Head Advisory Group (Diamond Head Citizens Advisory Committee [DHCAC]) on several occasions over the years, which resulted in a major redesign of the project during the EA process. The last presentation occurred on September 7, 2010, with KCC presenting an update and architectural drawings of the CIP, and stating its intent to pursue a Plan Review Use (PRU). A KCC representative regularly attends DHCAC meetings and provides updates on the CIP project, as well as on the existing KCC Main Campus.

### **Other Opportunities for Public Input**

KCC recently applied for and successfully processed a Special Management Area (SMA) Permit - Major for the proposed project, which included a public hearing and opportunities for public input at City Council Zoning Committee meeting.

KCC is in the process of a Major Modification to the current KCC Main Campus Plan Review Use (PRU) approval, which included separate presentation to three Neighborhood Boards and will include additional opportunities for public input at the City Council Zoning Committee.

It should be noted that construction plans for the CIP cannot be finalized until after the PRU Major Modification is approved and a Diamond Head Special Design District (DHSD) approval is granted (DHSD approval will not be sought until after the PRU Major Modification is approved).

**RECOMMENDATION:**

That the Board review and approve the design by Kapiolani Community College of the Culinary Institute of the Pacific at the former Cannon Club site, subject to *all laws, rules and regulations of the federal, state, and county governments* and conditions as may be imposed by the Department, the Board of Land and Natural Resources, and/or the Chairperson.

That the Board delegate to the Chairperson future approval to construct components of the KCC CIP project at the former Cannon Club site in accordance with the design approved by the Land Board.

Respectfully submitted,



Daniel S. Quinn  
State Parks Administrator



APPROVE FOR SUBMITTAL:



LAURA H. THIELEN, Chairperson

Attachments

LAND COURT SYSTEM	REGULAR SYSTEM
Return by Mail ( ) Pickup ( ) To:	

Tax Map Key No. (1)3-1-42:11

Tax Map Key No. (1)3-1-42:11

containing an area of 7.878 acres



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PRELIM. APPR'D.  
Department of the  
Attorney General

STATE OF HAWAII

DEPARTMENT OF LAND AND NATURAL RESOURCES

GENERAL LEASE NO. S-5661

THIS LEASE, made this 16<sup>th</sup> day of August, 2004, by and between the STATE OF HAWAII, hereinafter referred to as the "Lessor," by its Board of Land and Natural Resources, called the "Board," and the UNIVERSITY OF HAWAII, a body corporate, whose address is 2444 Dole Street, Bachman Hall, Honolulu, Hawaii 96822, hereinafter referred to as the "Lessee";

WITNESSETH:

The Lessor, pursuant to Section 171-95(a)(2), Hawaii Revised Statutes, and for and in consideration of the terms, covenants and conditions herein contained, all on the part of the Lessee to be kept, observed and performed, does lease unto the Lessee, and the Lessee does lease from the Lessor the premises situate at Kapahulu, Waikiki, Honolulu, Oahu, Hawaii, identified as "Former Cannon Club Site," containing an area of 7.878 acres, more particularly described in Exhibit "A" and as shown on the map marked Exhibit "B," attached hereto and made parts hereof.

TO HAVE AND TO HOLD the leased premises unto the Lessee for the term of sixty-five (65) years, commencing on the 1<sup>st</sup> day of September, 2004, up to and including the 31<sup>st</sup> day of August, 2069, unless sooner terminated as hereinafter provided.

The annual rent shall be ONE AND NO/100 DOLLAR (\$1.00).

RESERVING UNTO THE LESSOR THE FOLLOWING:

1. Minerals and waters. (a) All minerals as hereinafter defined, in, on or under the premises and the right, on its own behalf or through persons authorized by it, to prospect for, mine and remove the minerals and to occupy and use so much of the surface of the ground as may be required for all purposes reasonably extending to the mining and removal of the minerals by any means whatsoever, including strip mining. "Minerals," as used herein, shall mean any or all oil, gas, coal, phosphate, sodium, sulphur, iron, titanium, gold, silver,

bauxite, bauxitic clay, diaspore, boehmite, laterite, gibbsite, alumina, all ores of aluminum and, without limitation thereon, all other mineral substances and ore deposits, whether solid, gaseous or liquid, including all geothermal resources, in, on, or under the land, fast or submerged; provided, that "minerals" shall not include sand, gravel, rock or other material suitable for use and used in general construction in furtherance of the Lessee's permitted activities on the premises and not for sale to others. (b) All surface and ground waters appurtenant to the premises and the right on its own behalf or through persons authorized by it, to capture, divert or impound the same and to occupy and use so much of the premises required in the exercise of this right reserved; provided, however, that as a condition precedent to the exercise by the Lessor of the rights reserved in this paragraph, just compensation shall be paid to the Lessee for any of Lessee's improvements taken.

2. Ownership of improvements. The ownership of all improvements of whatever kind or nature, including but not limited to fences and stockwater system(s) located on the land prior to or on the commencement date of this lease, excluding those improvements constructed during the term of this lease unless provided otherwise.

SUBJECT TO the rights of native tenants and to regulatory rights and ownership rights (if any) of the State of Hawaii established pursuant to state law including Chapter 6E, Hawaii Revised Statutes, over prehistoric or historic remains found in, on, or under the land.

THE LESSEE COVENANTS AND AGREES WITH THE LESSOR AS FOLLOWS:

1. Taxes, assessments, etc. The Lessee shall pay or cause to be paid, when due, the amount of all taxes, rates, and assessments of every description as to which the premises or any part, or any improvements, or the Lessor or Lessee, are now or may be assessed or become liable by authority of law during the term of this lease; provided, however, that with respect to any assessment made under any betterment or improvement law which may be payable in installments, Lessee shall be required to pay only those installments, together with interest, which becomes due and payable during the term of this lease.

2. Utility services. The Lessee shall be responsible for obtaining any utility services and shall pay when due all charges, duties and rates of every description, including water, sewer, gas, refuse collection or any other charges, as to which the premises or any part, or any improvements, or the Lessor or Lessee may become liable for during the term, whether assessed to or payable by the Lessor or Lessee.

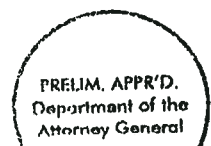
3. Covenant against discrimination. The use and enjoyment of the premises shall not be in support of any policy which discriminates against anyone based upon race, creed, sex, color, national origin, religion, marital status, familial status, ancestry, physical handicap, disability, age or HIV (human immunodeficiency virus) infection.

4. Sanitation. The Lessee shall keep the premises and improvements in a strictly clean, sanitary and orderly condition.

5. Waste and unlawful, improper or offensive use of premises. The Lessee shall not commit, suffer or permit to be committed any waste, nuisance, strip or unlawful, improper or offensive use of the premises or any part, nor, without the prior written consent of the Lessor, cut down, remove or destroy, or suffer to be cut down, removed or destroyed, any trees now growing on the premises.

6. Compliance with laws. The Lessee shall comply with all of the requirements of all municipal, state, and federal authorities and observe all municipal, state and federal laws applicable to the premises, now in force or which may be in force.

7. Inspection of premises. The Lessee shall permit the Lessor and its agents, at all reasonable times during the



lease term, to enter the premises and examine the state of its repair and condition.

8. Improvements. The Lessee shall not at any time during the term construct, place, maintain and install on the premises any building, structure or improvement of any kind and description except with the prior written approval of the Board and upon those conditions the Board may impose, unless otherwise provided in this lease. The Lessee shall own these improvements until the expiration or termination pursuant to a breach of the lease, at which time the ownership shall at the option of the Lessor, remain and become the property of the Lessor or shall be removed by Lessee at Lessee's sole cost and expense.

Upon termination and/or expiration of the lease and if desired by the Lessor, the Lessee at its expense, shall remove any and all improvements installed or constructed upon the premises and restore said premises to a condition satisfactory to the Lessor.

9. Repairs to improvements. The Lessee shall, at its own expense, keep, repair, and maintain all buildings and improvements now existing or hereafter constructed or installed on the premises in good order, condition and repair, reasonable wear and tear excepted.

10. Liens. The Lessee shall not commit or suffer any act or neglect which results in the premises, any improvement, or the leasehold estate of the Lessee becoming subject to any attachment, lien, charge, or encumbrance, except as provided in this lease.

11. Character of use. The Lessee shall use or allow the premises leased to be used solely for educational purposes.

12. Assignments, etc. The Lessee shall not sublease, subrent, transfer, assign, or permit any other person to occupy or use the premises or any portion or transfer or assign this lease or any interest therein, either voluntarily or by operation of law, without the prior written approval of the Board.

13. Costs of litigation. In case the Lessor shall, without any fault on Lessor's part, be made a party to any litigation commenced by or against the Lessee (other than condemnation proceedings), the Lessee shall pay all costs, including reasonable attorney's fees, and expenses incurred by or imposed on the Lessor, to the extent permitted by law; furthermore, the Lessee shall pay all costs, including reasonable



attorney's fees, and expenses which may be incurred by or paid by the Lessor in enforcing the covenants and agreements of this lease, in recovering possession of the premises, or in the collection of delinquent rental, taxes, and any and all other charges.

14. Breach. Time is of the essence in this agreement and if the Lessee shall become bankrupt, or shall abandon the premises, or if this lease and premises shall be attached or taken by operation of law, or if Lessee shall fail to observe and perform any of the covenants, terms, and conditions contained in this lease and on its part to be observed and performed, and this failure shall continue for a period of more than sixty (60) days after delivery by the Lessor of a written notice of breach or default and demand for cure, by personal service, registered mail or certified mail to the Lessee at its last known address and to each holder of record having a security interest in the premises, the Lessor may, subject to the provisions of Section 171-21, Hawaii Revised Statutes, at once re-enter the premises, or any part, and upon or without the entry, at its option, terminate this lease without prejudice to any other remedy or right of action for arrears of rent or for any preceding or other breach of contract; and in the event of termination, at the option of the Lessor, all buildings and improvements shall remain and become the property of the Lessor or shall be removed by Lessee; furthermore, Lessor shall retain all rent paid in advance to be applied to any damages.

15. Condemnation. If at any time, during the term of this lease, any portion of the premises should be condemned, or required for public purposes by any county or city and county, the rental shall be reduced in proportion to the value of the portion of the premises condemned. The Lessee shall be entitled to receive from the condemning authority (a) the value of growing crops, if any, which Lessee is not permitted to harvest and (b) the proportionate value of the Lessee's permanent improvements so taken in the proportion that it bears to the unexpired term of the lease; provided, that the Lessee may, in the alternative, remove and relocate its improvements to the remainder of the lands occupied by the Lessee. The Lessee shall not by reason of the condemnation be entitled to any claim against the Lessor for condemnation or indemnity for leasehold interest and all compensation payable or to be paid for or on account of the leasehold interest by reason of the condemnation shall be payable to and be the sole property of the Lessor. The foregoing rights of the Lessee shall not be exclusive of any other to which Lessee may be entitled by law. Where the portion taken renders the remainder unsuitable for the use or uses for which the premises

was leased, the Lessee shall have the option to surrender this lease and be discharged and relieved from any further liability; provided, that Lessee may remove the permanent improvements constructed, erected and placed by it within any reasonable period allowed by the Lessor.

16. Right to enter. The Lessor or the County and their agents or representatives shall have the right to enter and cross any portion of the premises for the purpose of performing any public or official duties; provided, however, in the exercise of these rights, the Lessor or the County shall not interfere unreasonably with the Lessee or Lessee's use and enjoyment of the premises.

17. Extension of time. Notwithstanding any provision contained in this lease, when applicable, the Board may for good cause shown, allow additional time beyond the time or times specified in this lease for the Lessee to comply, observe, and perform any of the lease terms, conditions, and covenants.

18. Quiet enjoyment. The Lessor covenants and agrees with the Lessee that upon payment of the rent at the times and in the manner provided and the observance and performance of these covenants, terms, and conditions on the part of the Lessee to be observed and performed, the Lessee shall and may have, hold, possess, and enjoy the premises for the term of the lease, without hindrance or interruption by the Lessor or any other person or persons lawfully claiming by, through, or under it.

19. Surrender or termination. The Lessee shall, at the end of the term or other sooner termination of this lease, peaceably deliver unto the Lessor possession of the premises in a clean and orderly condition, together with all improvements existing or constructed thereon or Lessee shall remove such improvements, at the option of the Lessor. Furthermore, upon the expiration, termination, and/or revocation of this lease, should the Lessee fail to remove any and all of Lessee's personal property from the premises, after notice thereof, the Board may remove any and all personal property from the premises and either deem the property abandoned and dispose of the property or place the property in storage at the cost and expense of Lessee, and the Lessee does agree to pay all costs and expenses for disposal, removal, or storage of the personal property. This provision shall survive the termination of the lease.

20. Non-warranty. The Lessor does not warrant the conditions of the premises, as the same are being leased as is.



21. Hazardous materials. Lessee shall not cause or permit the escape, disposal or release of any hazardous materials except as permitted by law. Lessee shall not allow the storage or use of such materials in any manner not sanctioned by law or by the highest standards prevailing in the industry for the storage and use of such materials, nor allow to be brought onto the premises any such materials except to use in the ordinary course of Lessee's business, and then only after written notice is given to Lessor of the identity of such materials and upon Lessor's consent which consent may be withheld at Lessor's sole and absolute discretion. If any lender or governmental agency shall ever require testing to ascertain whether or not there has been any release of hazardous materials by Lessee, then the Lessee shall be responsible for the reasonable costs thereof. In addition, Lessee shall execute affidavits, representations and the like from time to time at Lessor's request concerning Lessee's best knowledge and belief regarding the presence of hazardous materials on the premises placed or released by Lessee.

For the purpose of this lease "hazardous material" shall mean any pollutant, toxic substance, hazardous waste, hazardous material, hazardous substance, or oil as defined in or pursuant to the Resource Conservation and Recovery Act, as amended, the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, the Federal Clean Water Act, or any other federal, state, or local environmental law, regulation, ordinance, rule, or by-law, whether existing as of the date hereof, previously enforced, or subsequently enacted.

22. Hawaii law. This lease shall be construed, interpreted, and governed by the laws of the State of Hawaii.

23. Exhibits - Incorporation in lease. All exhibits referred to are attached to this lease and hereby are deemed incorporated by reference.

24. Headings. The article and paragraph headings herein are inserted only for convenience and reference and shall in no way define, describe or limit the scope or intent of any provision of this lease.

25. Partial invalidity. If any term, provision, covenant or condition of this lease should be held to be invalid, void or unenforceable, the remainder of this lease shall continue in full force and effect and shall in no way be affected, impaired or invalidated thereby.

26. Withdrawal. The Lessor shall have the right to withdraw the premises, or any portion, at any time during the term of this lease upon giving reasonable notice and without compensation, except as otherwise provided in the lease, for public uses or purposes, including residential, commercial, industrial, or resort developments, for constructing new roads or extensions, or changes in line or grade of existing roads, for rights of way and easements of all kinds, and shall be subject to the right of the Board to remove soil, rock or gravel as may be necessary for the construction of roads and rights of way within or without the premises; provided, that upon the withdrawal, or upon the taking which causes any portion of the land originally leased to become unusable for the specific use or uses for which it was leased, the rent shall be reduced in proportion to the value of the land withdrawn or made unusable, and if any permanent improvement constructed upon the land by the Lessee is destroyed or made unusable in the process of the withdrawal or taking, the proportionate value shall be paid based upon the unexpired term of the lease.

27. Termination by either party. The Lessor and Lessee, by mutual agreement, may terminate this lease at any time without cause, provided that the Lessor and the Lessee are not in breach of any condition herein at the time of the mutual agreement to terminate. This provision can be waived by the parties provided such waiver is in writing and signed by both parties.

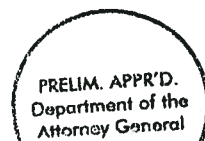
28. Non-use and abandonment. If the Lessee shall, at any time for a continuous period of one (1) year, fail or cease to use, or abandon all or any portion of said premises, this lease shall cease and terminate.

29. Building construction. All building construction shall be in full compliance with all laws, rules and regulations of the federal, state, and county governments and in accordance with plans and specifications submitted to and approved by the Chairperson prior to commencement of construction.

30. Clearances. The Lessee shall be responsible for obtaining all necessary federal, state or county clearances.

31. Time of essence Time is of the essence in all provisions of this lease.

32. Historic preservation. In the event any historic properties or burial sites, as defined in section 6E-2, Hawaii Revised Statutes, are found on the premises, the Lessee and the



Lessee's agents, employees and representatives shall immediately stop all land utilization and/or work and contact the Historic Preservation Office in compliance with Chapter 6E, Hawaii Revised Statutes.

33. Removal of trash. The Lessee shall be responsible for the removal of all illegally dumped trash upon the premises within ninety (90) days from the date of execution of the lease and shall so notify the Lessor in writing at the end of ninety (90) days.

34. Phase one (1) hazardous waste evaluation. Prior to the termination of this lease or the assignment of the leasehold, Lessee shall conduct a Phase One (1) Hazardous Waste Evaluation and conduct a complete abatement and disposal, if necessary, satisfactory to the standards required by the Federal Environmental Protection Agency and the Department of Land and Natural Resources. Any assignment or voluntary termination by the Lessee will not be approved by the Board of Land and Natural Resources unless this evaluation and abatement provision has been executed. This provision shall survive and continue in effect after termination of this lease.

35. Survey and boundary stakeout. The Lessee shall be solely responsible for any survey and boundary stakeout of the leased premises.

36. Site development. Prior to developing the premises, the Lessee shall first consult with the State of Hawaii, Department of Land and Natural Resources, Division of State Parks and the Diamond Head Advisory Group on a development plan compatible with the premises eventual set aside as part of the Diamond Head State Monument. Development plans for the premises shall be subject to the approval of the Chairperson.

37. Reimbursement. Within the initial five (5) years of the lease, the Lessee shall reimburse the Department of Land and Natural Resources' Special Land Development fund of the amount of FOUR HUNDRED FORTY THOUSAND AND NO/100 DOLLARS (\$440,000.00) taken from said fund to purchase the Cannon Club site improvements.

Definitions.

1. The use of any gender shall include all genders, and if there is more than one lessee, then all words used in the singular shall extend to and include the plural.

2. As used in this lease, unless clearly repugnant to the context:

(a) "Chairperson" means the Chairperson of the Board of Land and Natural Resources of the State of Hawaii or his successor.

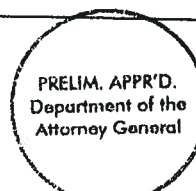
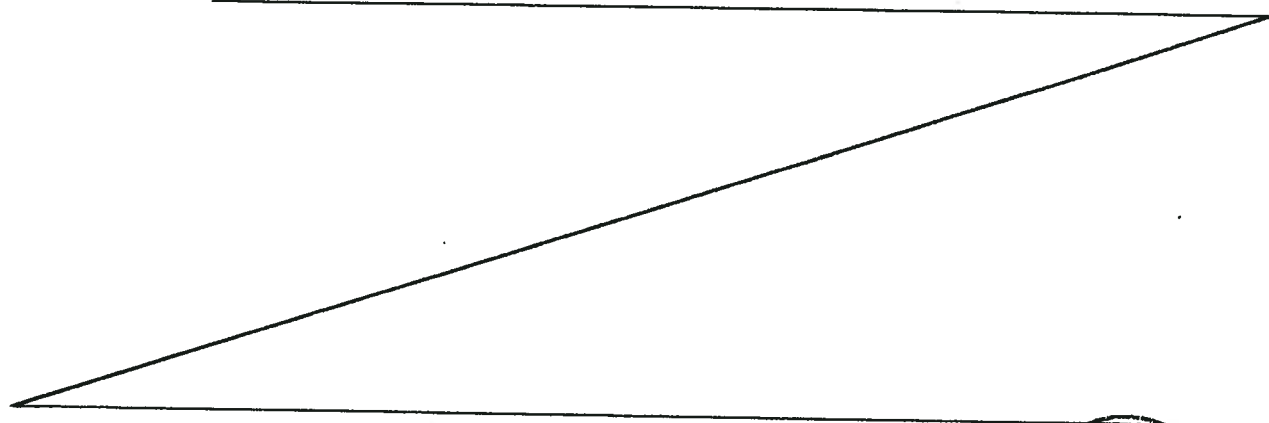
(b) "Lessee" means and includes the Lessee, its officers, employees, invitees, successors or permitted assigns.

(c) "Holder of record of a security interest" means a person who is the owner or possessor of a security interest in the land leased and who has filed with the Department of Land and Natural Resources and with the Bureau of Conveyances of the State of Hawaii a copy of this interest.

(d) "Premises" means the land leased and all buildings and improvements now or hereinafter constructed and installed on the land leased.

(e) "Waste" includes, but is not limited to, (1) permitting the premises, or any portion, to become unduly eroded or failure to take proper precautions or make reasonable effort to prevent or correct the erosion; (2) permitting a substantial increase in noxious weeds in uncultivated portions of the premises; and (3) failure to employ all of the usable portions of the premises.

(f) "Days" shall mean calendar days unless otherwise specified.

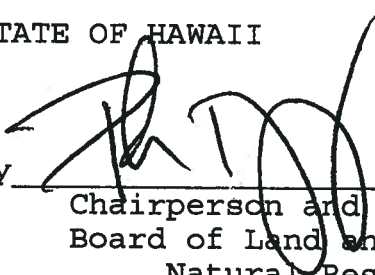


IN WITNESS WHEREOF, the STATE OF HAWAII, by its Board of Land and Natural Resources, has caused the seal of the Department of Land and Natural Resources to be hereunto affixed and the parties hereto have caused these presents to be executed the day, month and year first above written.

STATE OF HAWAII

Approved by the Board  
of Land and Natural  
Resources at its meeting  
held on September 28, 2001.

By

  
Chairperson and Member  
Board of Land and  
Natural Resources *ag*

LESSOR


APPROVED AS TO FORM:

  
Deputy Attorney General

Dated: 6/28/04

UNIVERSITY OF HAWAII, a body  
corporate

By

  
~~James R. W. Sloane~~ David McClain  
Its ~~Vice President for Administration and~~  
~~Chief Financial Officer~~  
Acting President

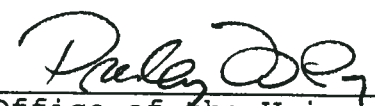
And By

  
Duff Zwald

Its Director, Office of Procurement and Real  
Property Management

LESSEE

APPROVED AS TO FORM:

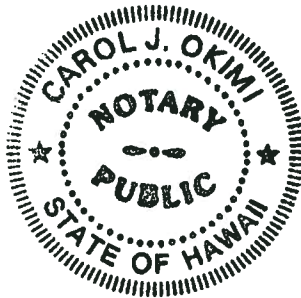
  
Office of the University  
General Counsel  
PRESLEY W. PANK

PRELIM. APPR'D.  
Department of the  
Attorney General



STATE OF HAWAII )  
 : SS.  
CITY AND COUNTY OF HONOLULU )

On this 28<sup>th</sup> day of July, 2004,  
before me appeared DAVID MCCLAIN, to me personally known, who,  
being by me duly sworn, did say that he is ACTING PRESIDENT of  
the UNIVERSITY OF HAWAI'I, a body corporate, and that the seal  
affixed to the foregoing instrument is the corporate seal of  
said University, and that the foregoing instrument was signed  
and sealed in behalf of said University by authority of its  
Board of Regents, and the said ACTING PRESIDENT acknowledged  
said instrument to be the free act and deed of said University.



Carol J. Okimi  
Carol J. Okimi  
Notary Public, State of Hawaii  
First Judicial Circuit  
My commission expires: 12/1/06

STATE OF HAWAII )  
 ) ss.  
CITY AND COUNTY OF HONOLULU )

On this 26<sup>th</sup> day of July, 2004, before me appeared DUFF ZWALD, to me personally  
known, who being by me duly sworn, did say that he is Director, Office of Procurement and Real  
Property Management, of the University of Hawaii, a body corporate, and that the seal affixed to  
the foregoing instrument is the corporate seal of said University, and that said instrument was  
signed and sealed in behalf of said University by authority of its Board of Regents, and said  
DUFF ZWALD severally acknowledge said instrument to be the free act and deed of said  
University.



Susan S. Nakamura  
Notary Public, First Circuit  
State of Hawaii  
Susan S. Nakamura  
My Commission Expires: 01/21/05



**STATE OF HAWAII**

**SURVEY DIVISION**

**DEPT. OF ACCOUNTING AND GENERAL SERVICES  
HONOLULU**

**C.S.F. No. 23,366**

**September 24, 2002**

**FORMER CANNON CLUB SITE**

**Kapahulu, Waikiki, Honolulu, Oahu, Hawaii**

**Being a portion of Land Patent 8165, Part B, Land Commission Award 8559-B, Apana 32 to William C. Lunalilo conveyed by The Trustees of the William C. Lunalilo Estate to the Minister of Interior by deed dated June 17, 1884 and recorded in Liber 88, Pages 223 and 224 (Land Office Deed 136), conveyed to the State of Hawaii by the United States of America by deed dated March 30, 2001 and recorded in Document No. 2001-050474 (Land Office Deed S-28444).**

**Being also all of Diamond Head State Monument, Governor's Executive Order 3918.**

**Beginning at the east corner of this parcel of land and on the south side of Diamond Head Road, the coordinates of said point of beginning referred to Government Survey Triangulation Station "LEAHT" being 3559.09 feet North and 2193.95 feet East, thence running by azimuths measured clockwise from True South:-**

- 1. 34° 55' 551.74 feet along Diamond Head State Monument, Part 1, Governor's Executive Order 3642;**
- 2. 85° 00' 577.21 feet along Diamond Head State Monument, Part 1, Governor's Executive Order 3642;**

**EXHIBIT "A"**



September 24, 2002

3. 170° 30' 303.33 feet along Diamond Head State Monument,  
Part 1, Governor's Executive Order 3642;
4. 243° 08' 40" 262.86 feet along Lot 9, Block L of Kapiolani Park  
Addition, File Plan 151 and the south side  
of the intersection of Wauke Street and  
Trousseau Street;
5. 149° 35' 30" 166.23 feet along the northeast side of Trousseau  
Street;
6. 279° 00' 195.85 feet along the south side of Diamond Head  
Road;
7. Thence along the south side of Diamond Head Road on a curve to the left with a  
radius of 2090.00 feet, the chord azimuth  
and distance being:  
274° 43' 30" 311.59 feet;
8. 270° 27' 286.55 feet along the south side of Diamond Head  
Road to the point of beginning and  
containing an AREA OF 7.878 ACRES.

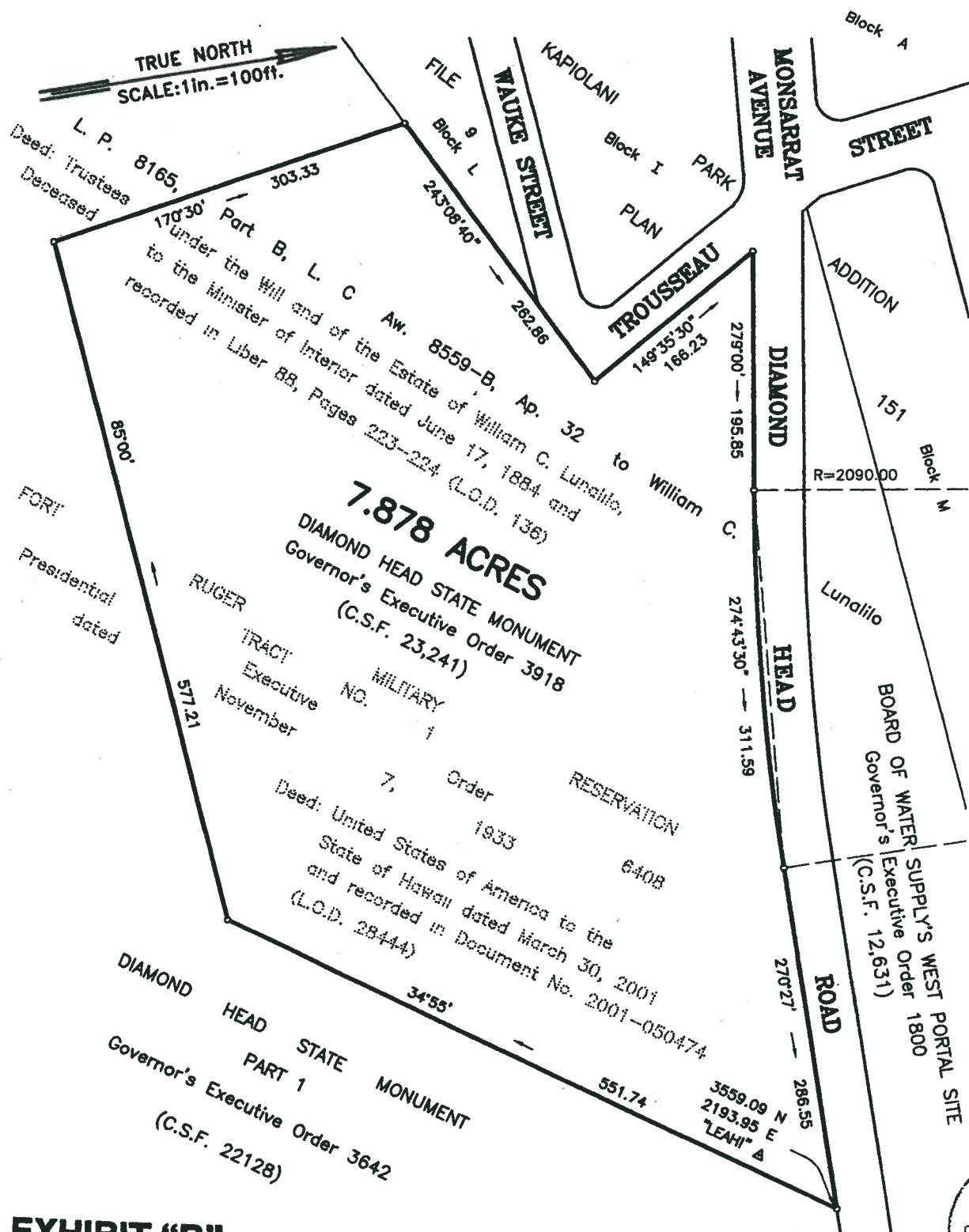
SURVEY DIVISION  
DEPARTMENT OF ACCOUNTING AND GENERAL SERVICES  
STATE OF HAWAII

By:   
Reid K. Siarot  
Land Surveyor

gm

Compiled from CSF 23241  
and other Govt. Survey  
Records.





## EXHIBIT "B" FORMER CANNON CLUB SITE

Kapahulu, Waikiki, Honolulu, Oahu, Hawaii

JOB O-401(2001)  
C. BK.

Scale: 1 inch = 100 feet

REDUCED  
NOT TO SCALE

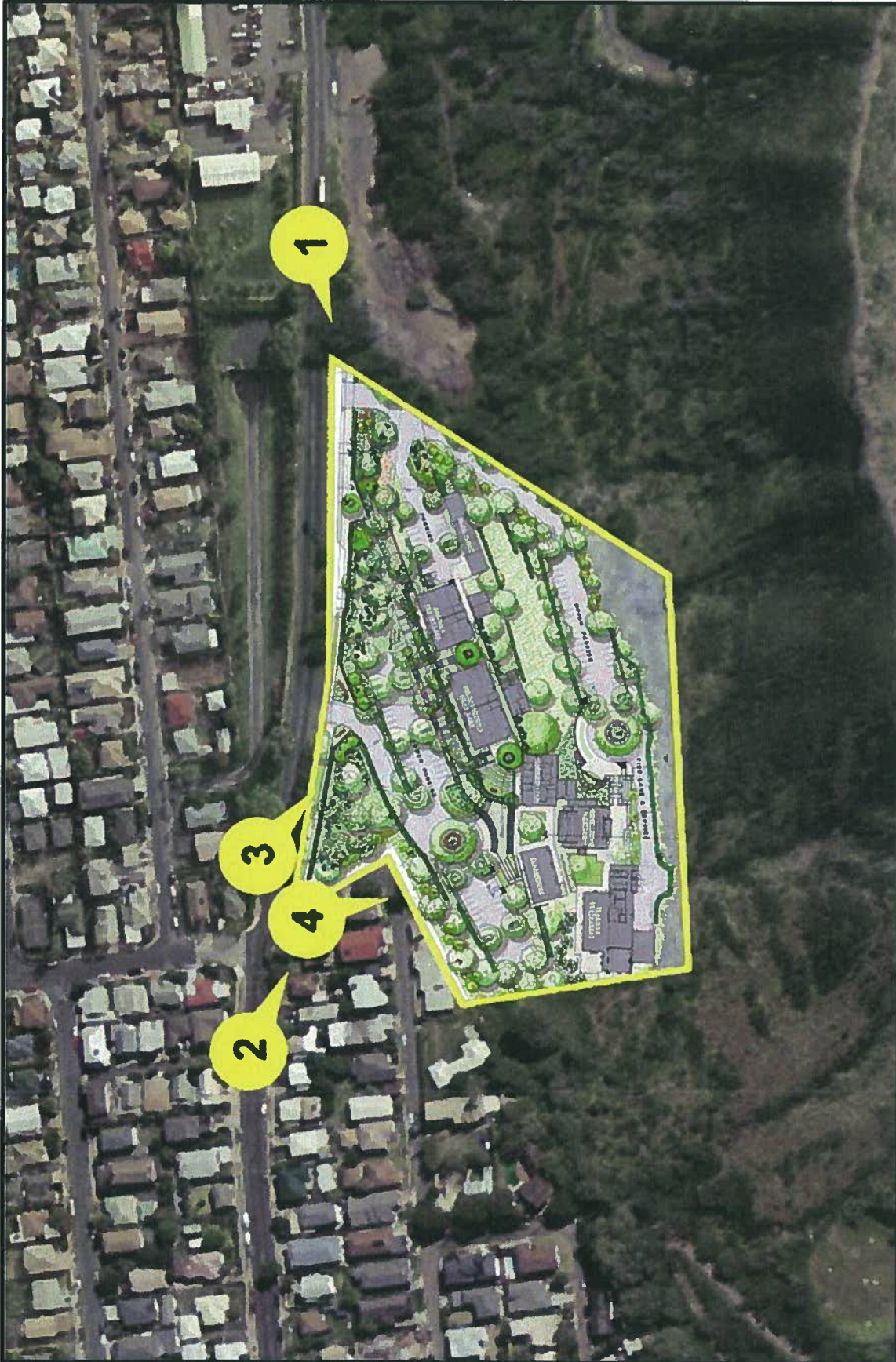
TAX MAP: 3-1-42: 11

SURVEY DIVISION  
DEPARTMENT OF ACCOUNTING AND GENERAL SERVICES  
**STATE OF HAWAII**

C.S.F. NO. 23,366

FDR September 24, 2002

PRELIM. APPR'T  
Department of the  
Attorney General



### 3D Rendering Key Map

## Culinary Institute of the Pacific Kapi'olani Community College

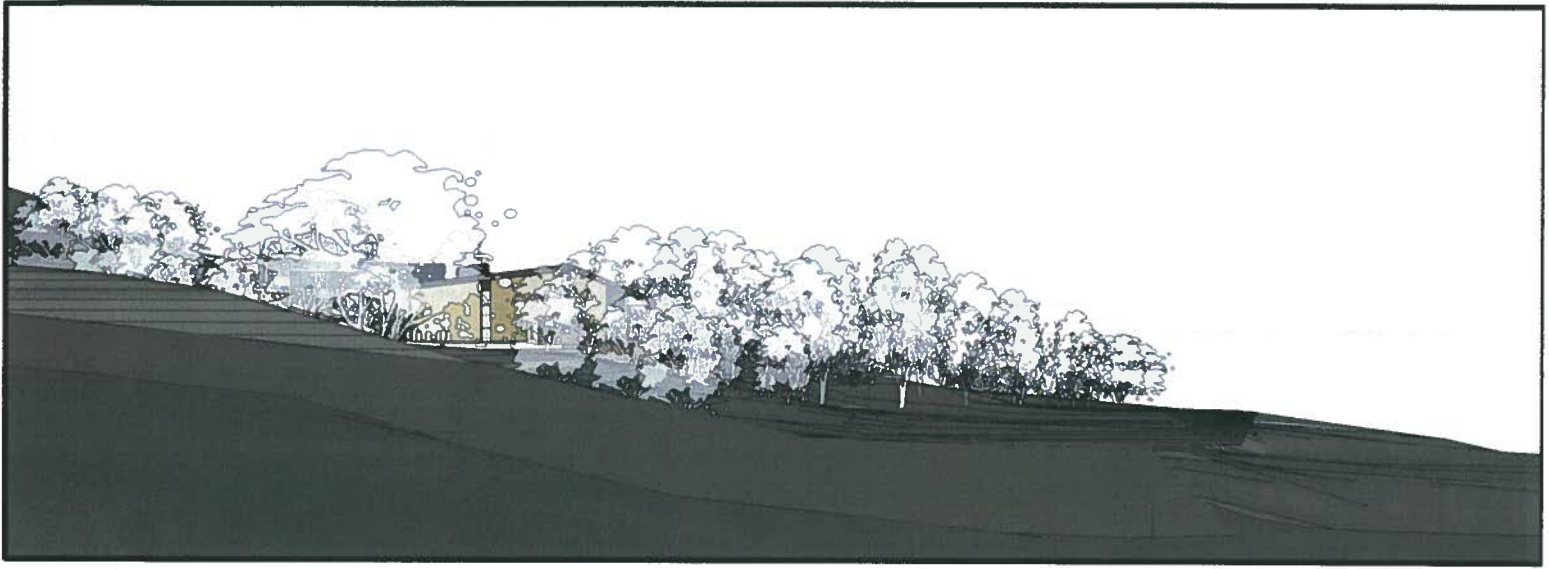
University of Hawaii

ISLAND OF O'AHU

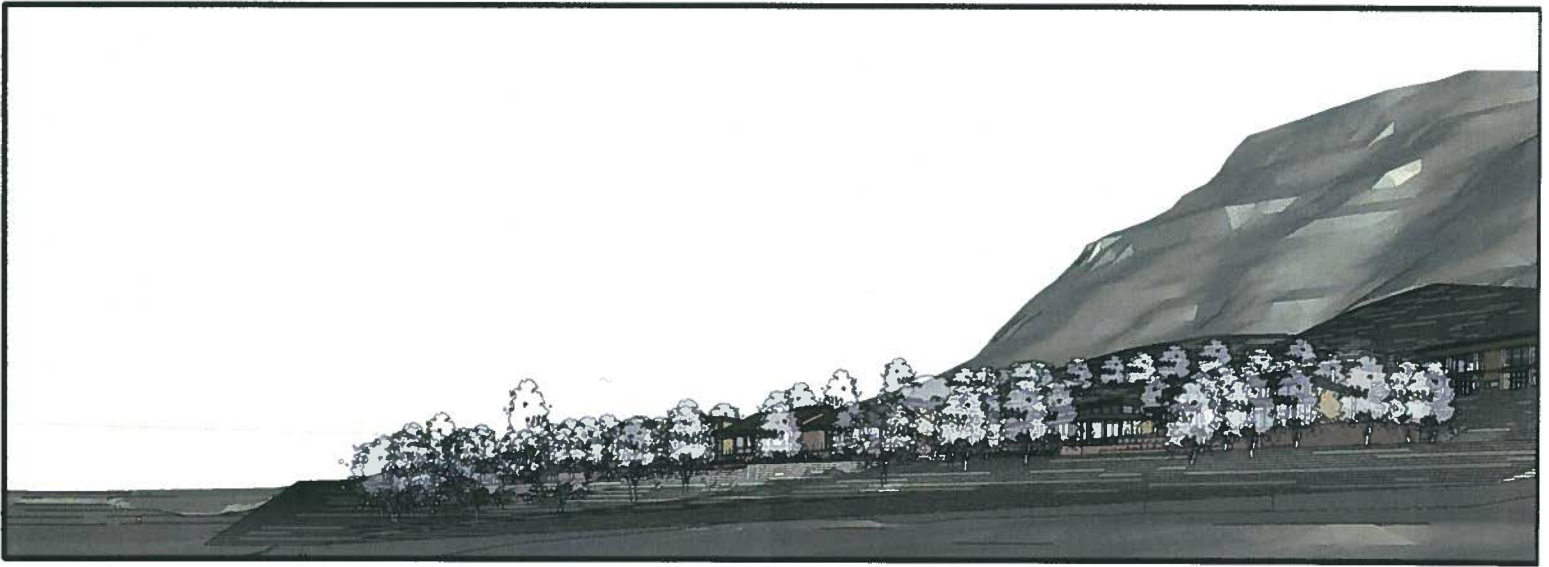


**DISCLAIMER:** These 3-D rendering images have been prepared for general planning purposes only. The images were taken from a SketchUp model and does not show other buildings, trees, overhead electrical lines, and outdoor lighting poles that surround the proposed site.





1. View from Diamond Head Road towards the proposed KCC CIP Project.  
(View from approximately 5 feet above grade)



2. View from Diamond Head Road towards the proposed KCC CIP Project.  
(View from approximately 15 feet above grade)

3D Rendering

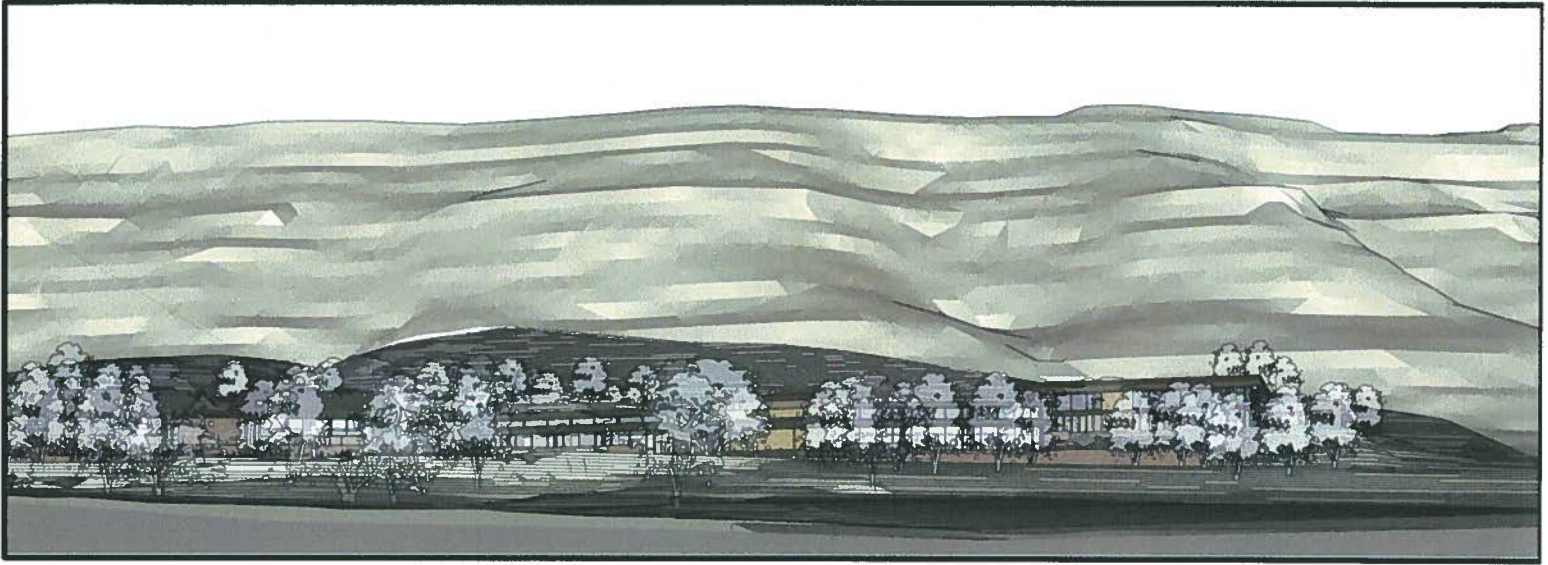
**Culinary Institute of the Pacific**  
**Kapi'olani Community College**

University of Hawai'i

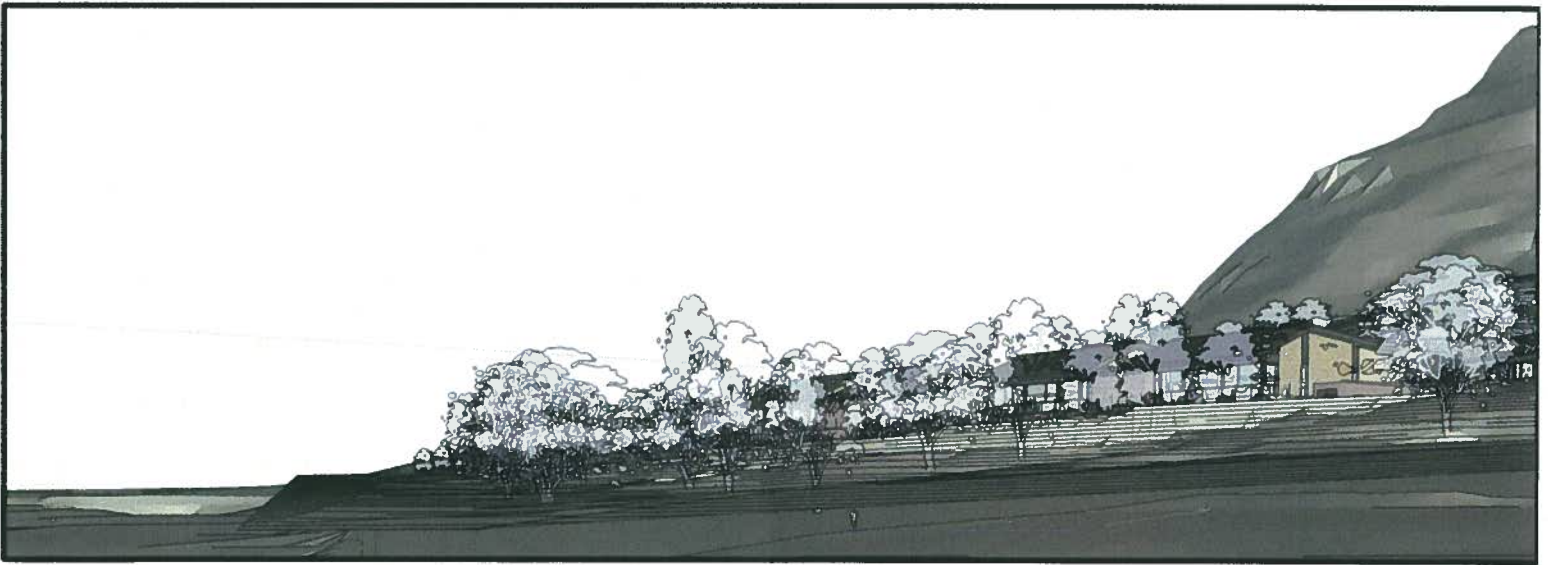
ISLAND OF O'AHU

**DISCLAIMER:** These 3-D rendering images have been prepared for general planning purposes only. The images were taken from a SketchUp model





3. View from Diamond Head Road towards the proposed KCC CIP Project.  
(View from approximately 10 feet above grade)



4. View from Wauke Street towards the proposed KCC CIP Project.  
(View from approximately 10 feet above grade)

3D Rendering

**Culinary Institute of the Pacific**  
**Kapi'olani Community College**

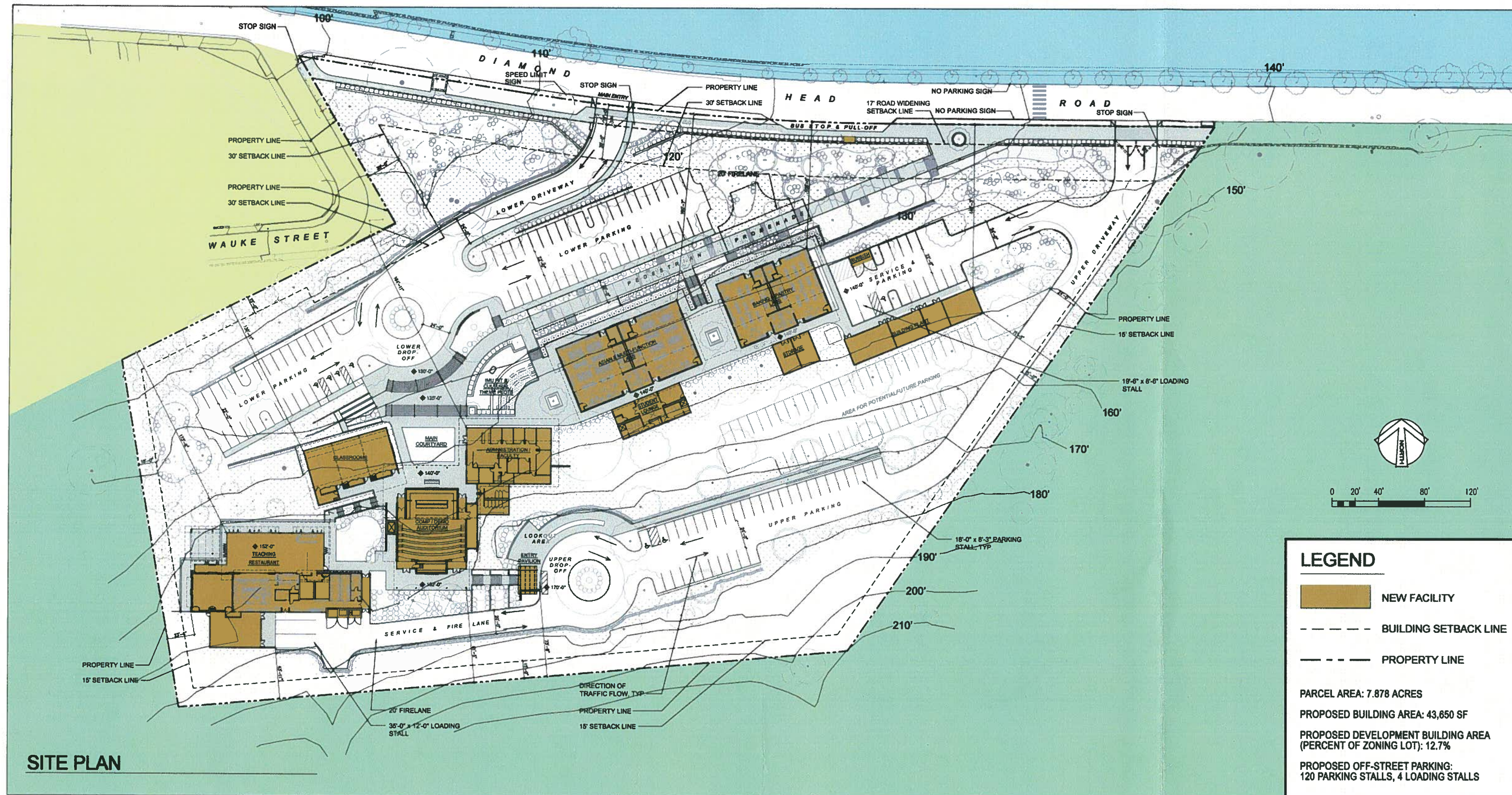
University of Hawai'i

ISLAND OF O'AHU

DISCLAIMER: These 3-D rendering images have been prepared for general planning purposes only. The images were taken from a SketchUp model







**LEGEND**

**Adjacent Land Uses**

- Public Facility
- Diamond Head State Monument
- Residential

Source: Ferraro Choi and Associates, Ltd.  
 Disclaimer: This graphic has been prepared for general planning purposes only.  
 Q:\Oahu\Cannon Club\Photoshop\Site DWG

Figure 5  
 KCC CIP Site Plan  
**Culinary Institute of the Pacific**  
**Kapi'olani Community College**  
 University of Hawai'i ISLAND OF O'AHU



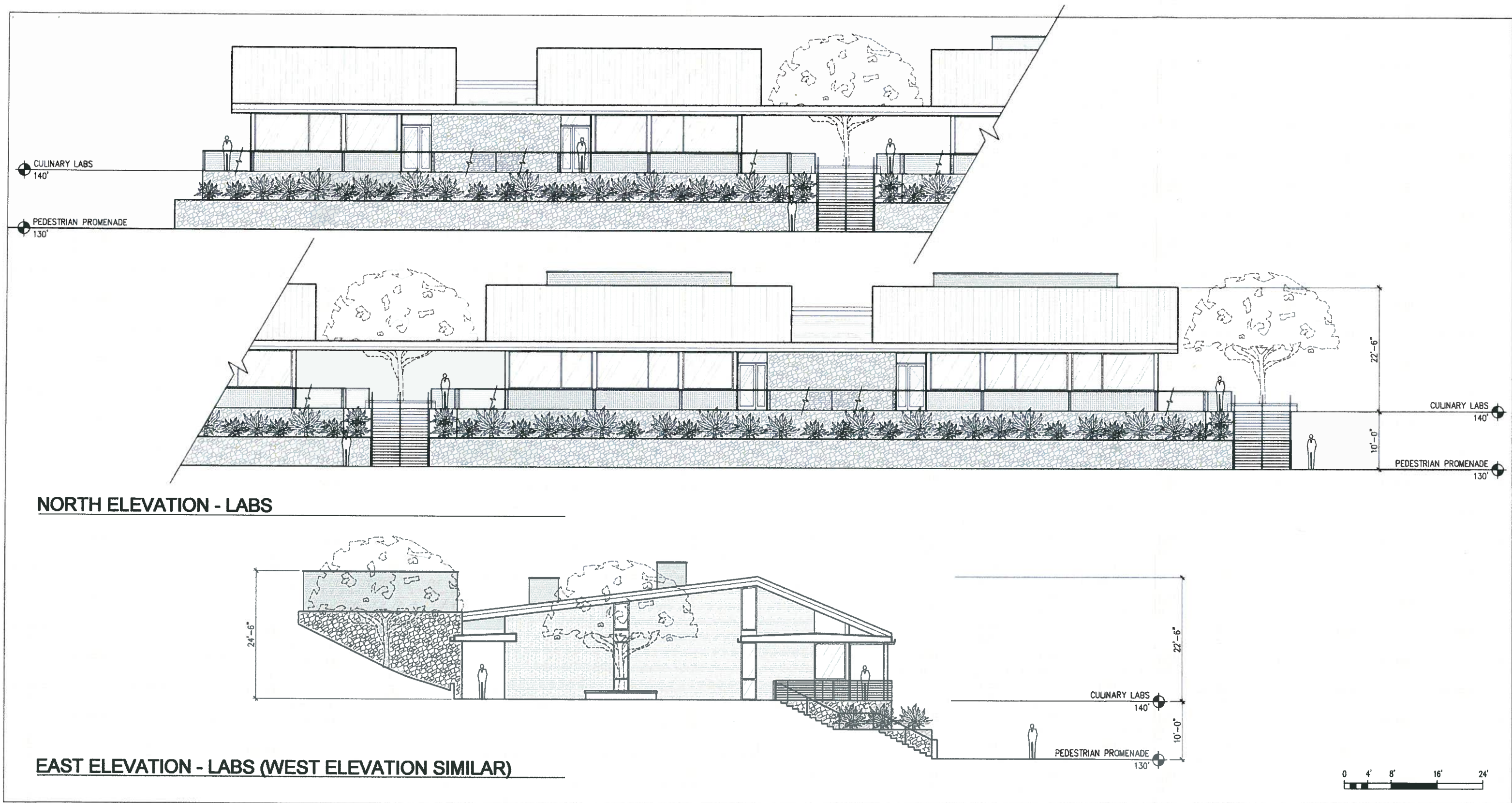
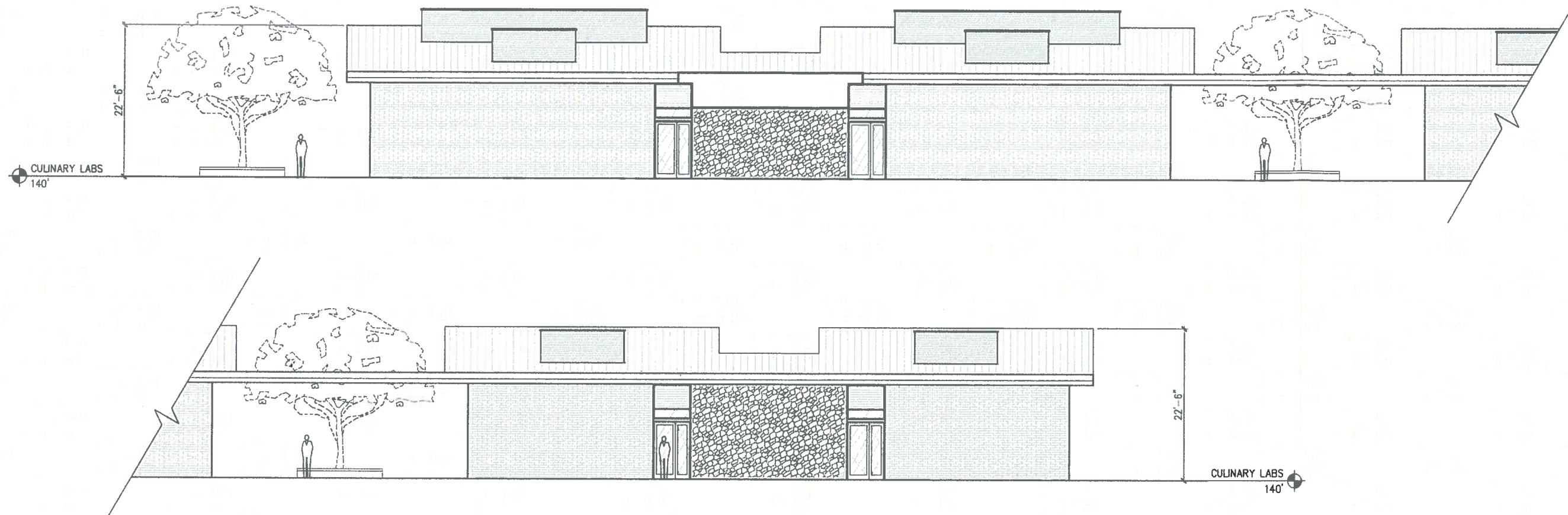


Figure 15  
Elevation 1: Labs

**Culinary Institute of the Pacific**  
**Kapi'olani Community College**  
University of Hawai'i





## SOUTH ELEVATION - LABS



Figure 16  
Elevation 2: Labs

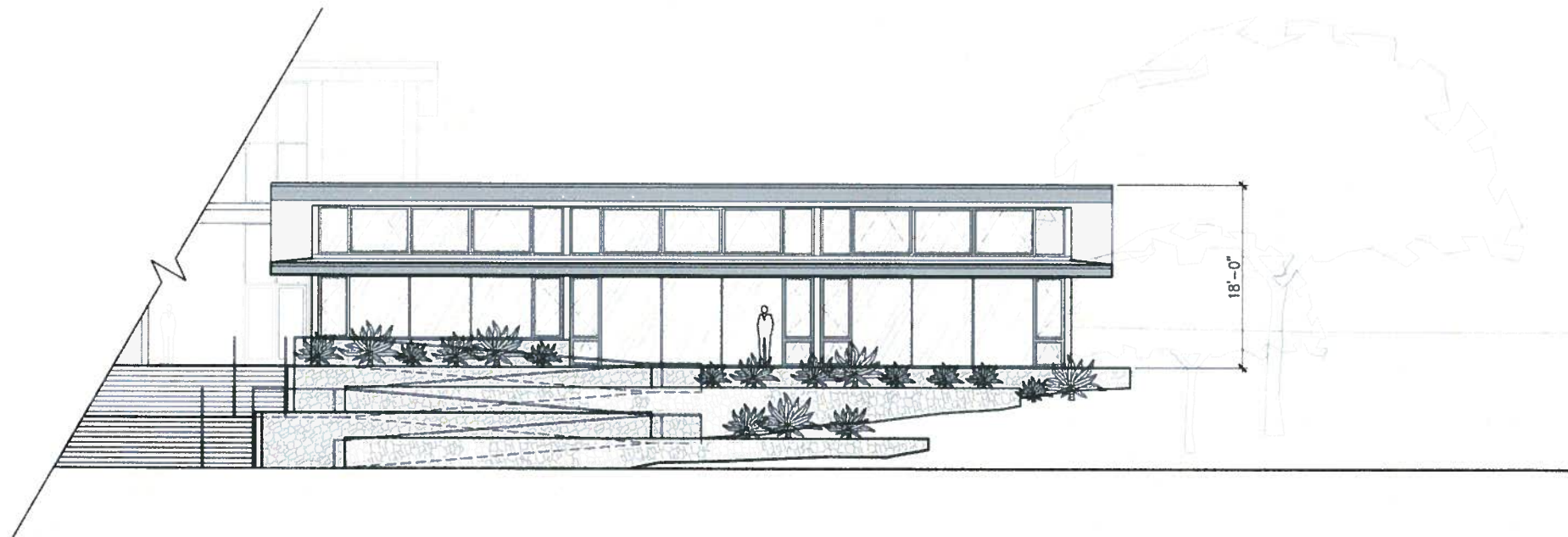
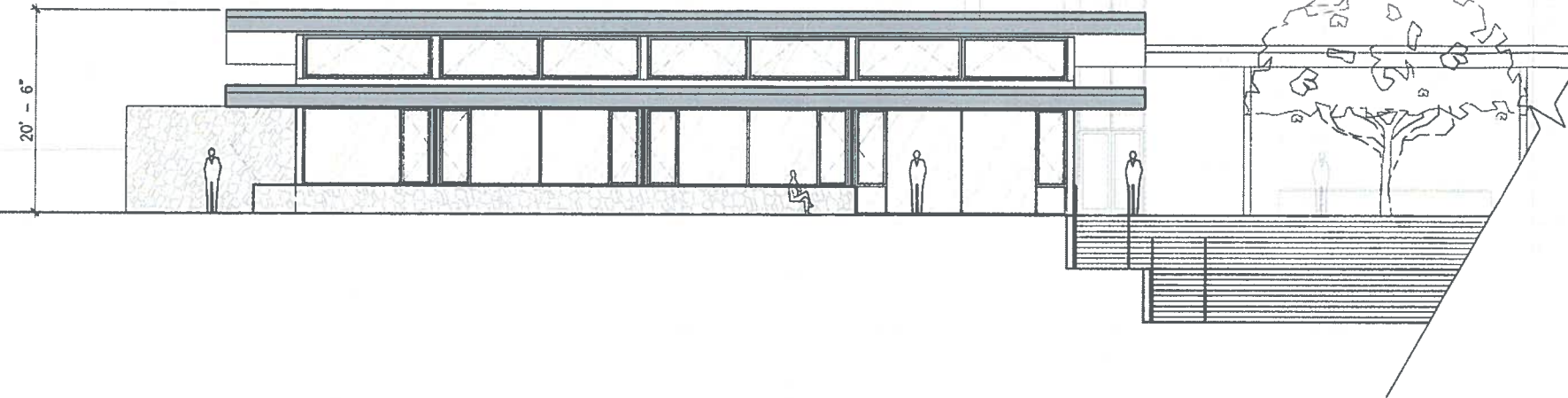
**Culinary Institute of the Pacific**  
**Kapi'olani Community College**  
University of Hawai'i

ADMINISTRATION, CLASSROOMS,  
LOWER AUDITORIUM ENTRANCE  
142'

UPPER PEDESTRIAN PROMENADE  
137'

LOWER PEDESTRIAN PROMENADE  
132'

20' - 6"



ADMINISTRATION, CLASSROOMS,  
LOWER AUDITORIUM ENTRANCE  
142'

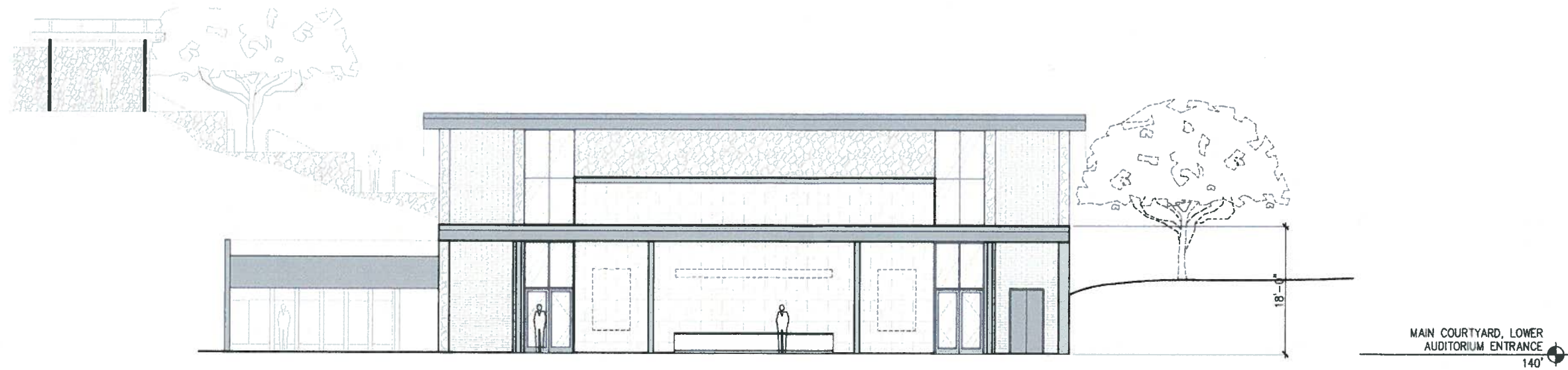
UPPER PEDESTRIAN PROMENADE  
137'

LOWER PEDESTRIAN PROMENADE  
132'

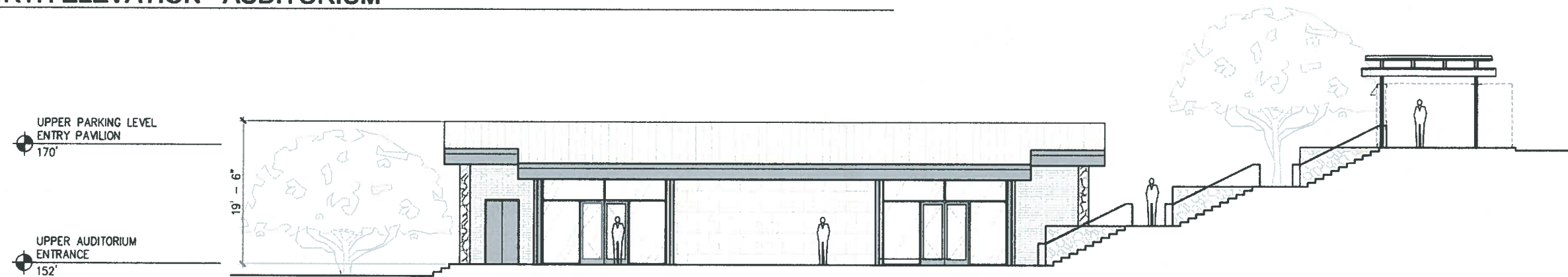
## NORTH ELEVATION - ADMINISTRATION, AUDITORIUM + CLASSROOMS

0 4' 8' 16' 24'

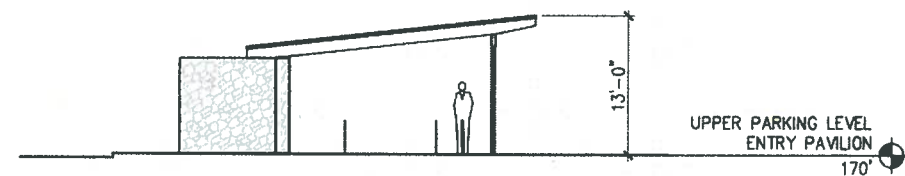
Figure 17  
Elevation 3: Administration, Auditorium &  
Classrooms  
**Culinary Institute of the Pacific**  
**Kapi'olani Community College**  
University of Hawai'i



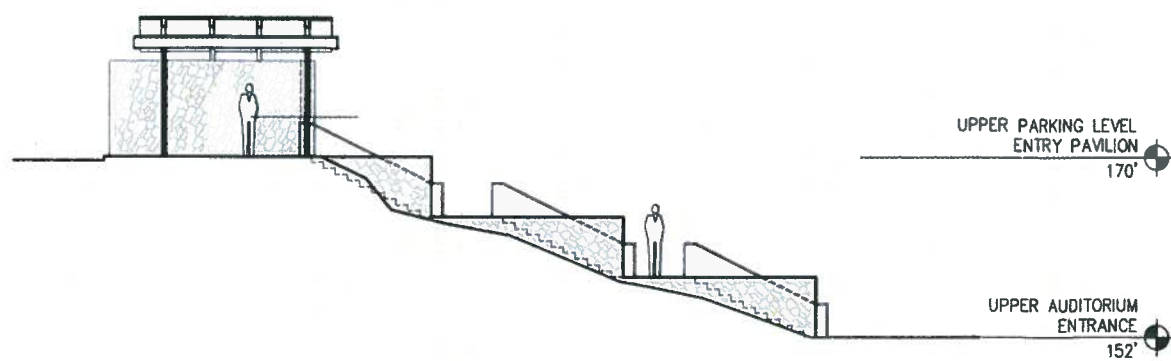
**NORTH ELEVATION - AUDITORIUM**



**SOUTH ELEVATION - AUDITORIUM**



**EAST ELEVATION - ENTRY PAVILION**

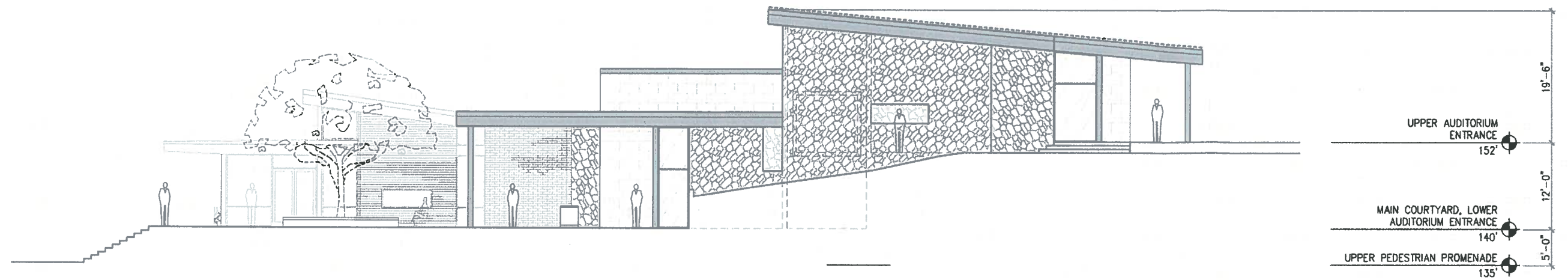


**NORTH ELEVATION - ENTRY PAVILION**

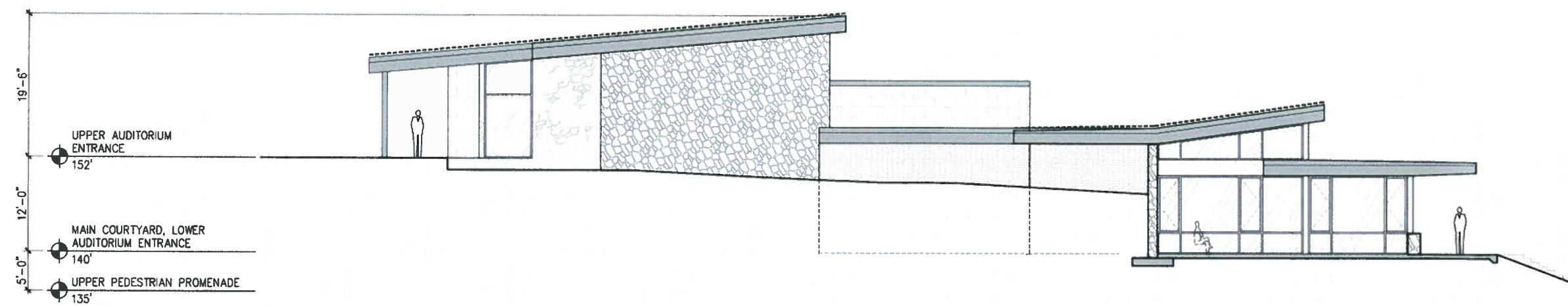


**Figure 18**  
**Elevation 4: Auditorium & Entry Pavilion**  
**Culinary Institute of the Pacific**  
**Kapi'olani Community College**  
 University of Hawai'i  
 ISLAND OF O'AHU





**WEST ELEVATION - AUDITORIUM**



**EAST ELEVATION - AUDITORIUM**



**Figure 19**  
Elevation 5: Auditorium

**Culinary Institute of the Pacific**  
**Kapi'olani Community College**  
University of Hawai'i

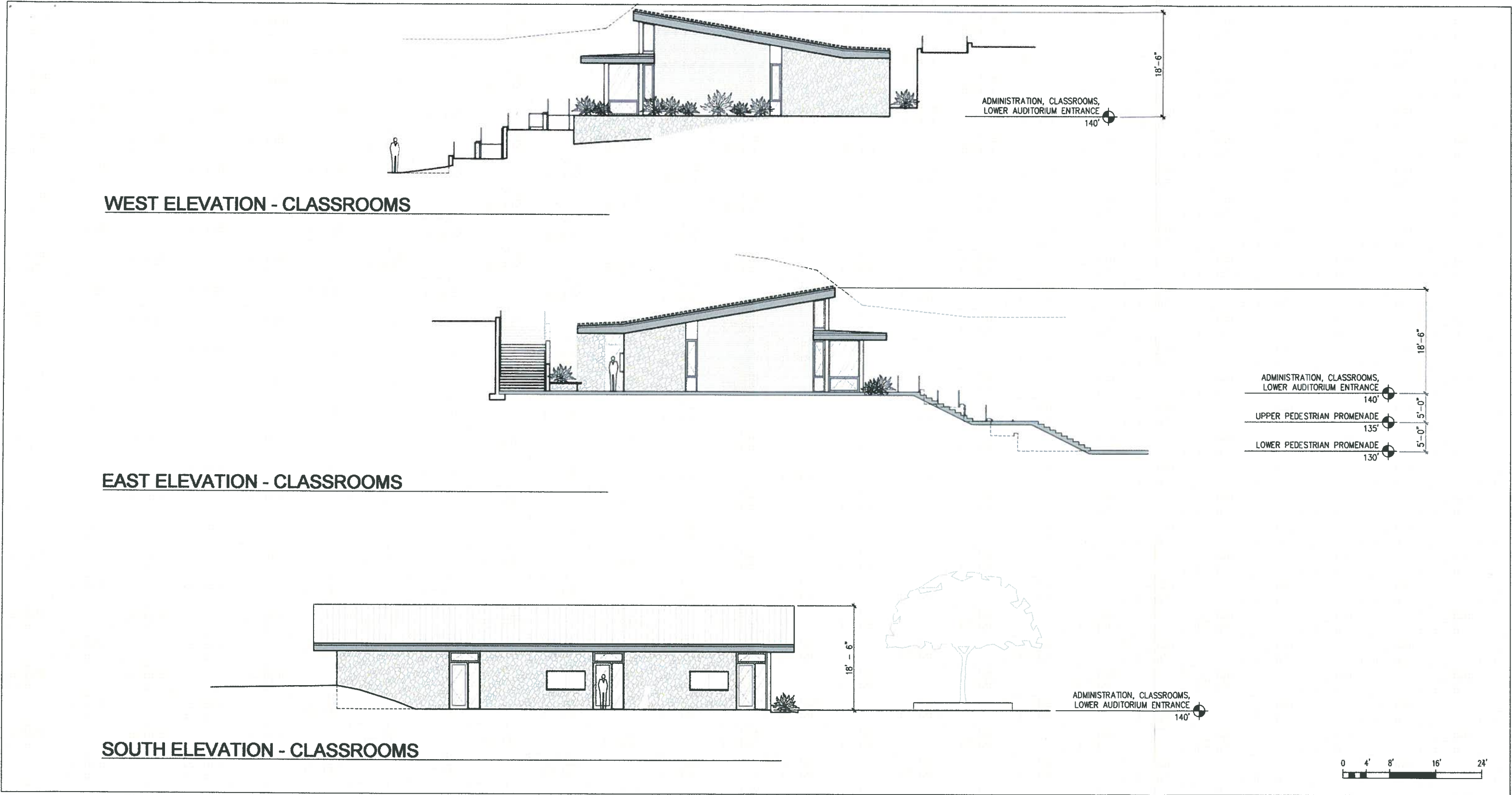


Figure 20  
Elevation 6: Classrooms  
**Culinary Institute of the Pacific**  
**Kapi'olani Community College**  
University of Hawai'i ISLAND OF O'AHU

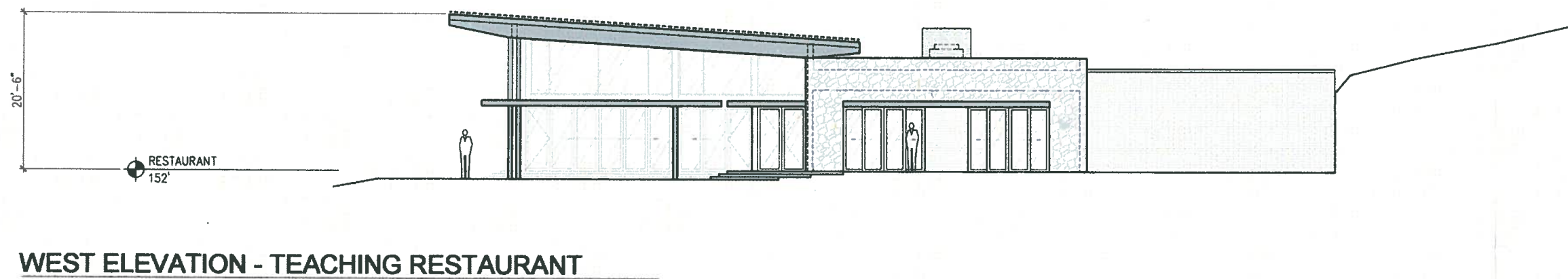
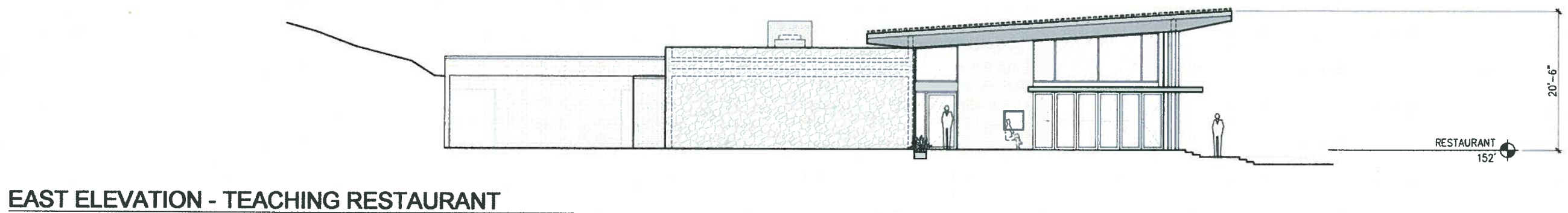
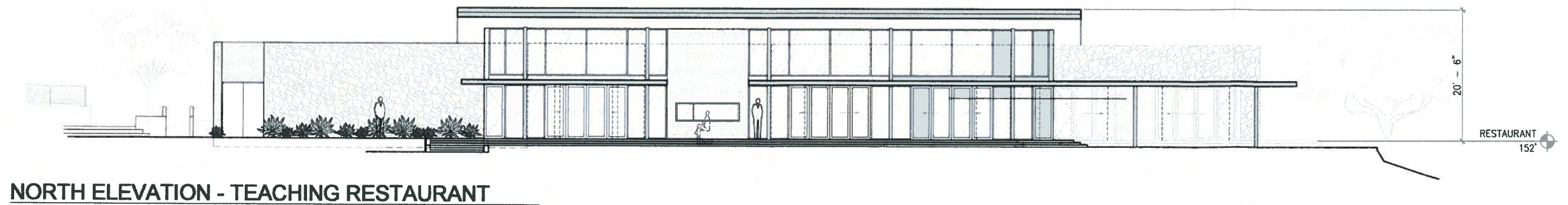


Figure 21  
Elevation 7: Teaching Restaurant  
**Culinary Institute of the Pacific**  
**Kapi'olani Community College**  
University of Hawai'i



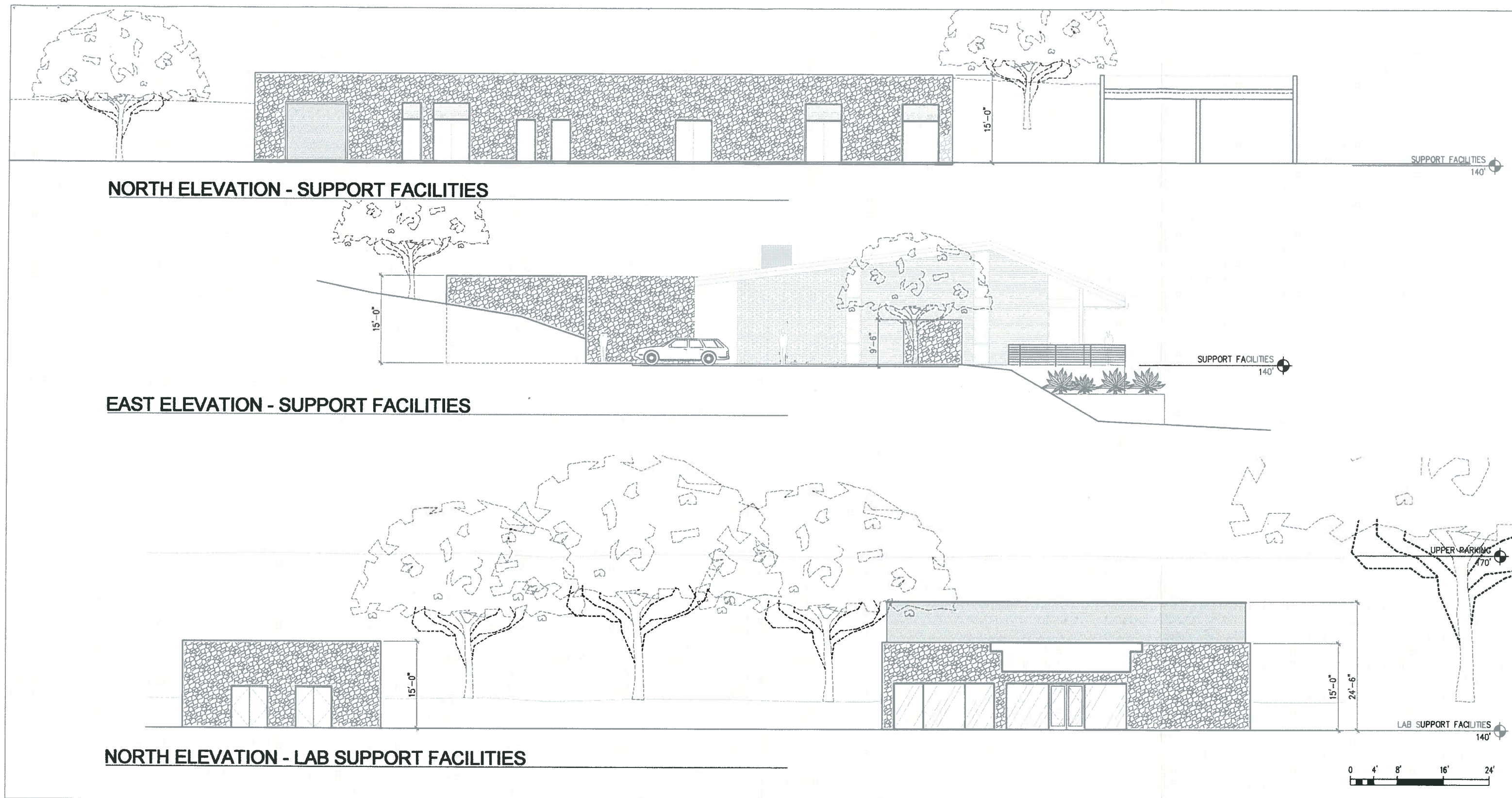


Figure 22

Elevation 8: Support Facilities

**Culinary Institute of the Pacific**  
**Kapi'olani Community College**  
 University of Hawai'i

ISLAND OF O'AHU

